

ADDENDUM NO. 1
CITY OF WHITTIER BID DOCUMENTS
FOR
REMOVAL OF TIMBER FRAME BUILDING

The contract and bidding documents previously made available in connection with the above-referenced request for proposals is hereby modified as follows:

SCOPE OF WORK-

1. Removal of the existing foundation is NOT part of the scope of work.
2. There is debris inside the building. Removal of the debris IS part of the scope of work.

COMPLETION DATE/TIME OF COMPLETION

The date for completion of the Work is hereby modified to **June 15, 2009**. This change will be reflected in all Contract Documents prior to execution.

INSTRUCTIONS TO BIDDERS-

Add a new section 16 to read:

16. LOWEST BIDDER- OPTION A

In the event more than one proposer submits a proposal/bid for Option A, the Bidder who proposes to pay the City of Whittier the most money for the right to salvage the Building shall be considered the lowest bidder. As indicated elsewhere in the bidding documents and instructions, price shall not necessarily be determinative on the award of the bid.

CONTRACT PROVISIONS

Make the following changes to the correspondingly numbered provision of the contract provisions:

2. Change June 1 to June 15.
6. Add the following: If Contractor is proceeding under Option A, all sums to be paid to the City

for salvage rights shall be paid in full by certified or cashier's check prior to commencement of the Work.

12.1. Delete the phrase "other than the Work itself". Change all references to paragraph 3.18 to paragraph 12.

17. Change the reference to paragraph 4.3 to paragraph 15. Change the reference to Article 7 to paragraph 14.

19.4.3. Delete this provision in its entirety.

20.2.2. Delete this provision in its entirety.

20.3. Change the reference to 14.2.1 to 20.1.

Add the following as paragraph 21:

21. LIQUIDATED DAMAGES

The City and CONTRACTOR recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the work is not completed within the times specified above, plus any extensions thereof allowed in accordance with paragraph 15. They also recognize that losses resulting from delayed completion include potential loss of sales tax revenue due to reduced business at the Inn at Whittier and other businesses adjacent to the Building, increased costs associated with rerouting traffic to avoid the work site, potential loss of the integrity of the building envelope due to its being partially demolished over a longer than expected time, and general inconvenience to the public, and employees of the City. These types of losses are difficult to quantify. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the City **Three Hundred Dollars (\$300) for each day** that expires after the time specified above for completion of the Project.